

A. G. Contract No. KR94 3027TRN  
ECS File No.: JPA 94-267  
Project: P4494 01P  
Section: Bicycle Safety

**AGREEMENT**  
**BETWEEN**  
**THE STATE OF ARIZONA**  
**AND**  
**THE CREIGHTON ELEMENTARY SCHOOL DISTRICT #14**  
**MONTE VISTA ELEMENTARY SCHOOL**

THIS AGREEMENT is entered into 17 January, 1995,  
between the STATE OF ARIZONA, acting by and through its  
DEPARTMENT OF TRANSPORTATION (the "State") and CREIGHTON  
ELEMENTARY SCHOOL DISTRICT #14, acting by and through its  
SCHOOL BOARD (the "School").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 and 28-112 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The School is empowered by Arizona Revised Statutes Section 11-952 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and authorized the undersigned to execute this agreement on behalf of the School.

3. The Federal Highway Administration has provided planning and research (SPR) State administered grant funds for various safety programs, including, but not limited to, bicycle safety education and related applications. The State has evaluated and approved a grant in the amount of \$275.00 for the School.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

---

## II. SCOPE

### 1. The School will:

a. Invoice the State for grant funds in the amount of \$275.00. Be responsible for any program costs over and above the State's grant contribution.

b. Expend grant funds in substantial conformance with the goals and objectives of the grant application provided to the State.

### 2. The State will:

Within thirty (30) days after receipt and approval of an invoice, pay the School \$275.00.

## III. MISCELLANEOUS PROVISIONS

1. The only interest of the Department of Transportation in the program is to convey federal pass through funds for the use and benefit of the School by reason of state law under which funds for the program are authorized to be expended. Should the program not be completed, be partially completed, or be completed at a lower cost than the State's grant contribution, or for any other reason should any of these grant funds not be expended, a proportionate amount of the funds provided under this agreement shall be reimbursed to the State. The School agrees to indemnify and save harmless the State, or any of it's departments, agencies, officers or employees, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or non-performance by the State of any of the provisions of this agreement.

2. This agreement shall remain in force and effect until completion of said program and payment; provided, however, that this agreement may be cancelled at any time prior to the commencement of performance under this contract, upon thirty (30) days written notice to the other party.

3. This agreement shall become effective upon execution by the parties hereto.

4. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

6. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518.

7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007


Creighton Elementary School District #14  
Assistant Superintendent  
2702 East Flower Street  
Phoenix, AZ 85016


7. Attached hereto and incorporated herein is the written determination of legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

**CREIGHTON ELEMENTARY SCHOOL DIST.**  
Monte Vista Elementary School

**STATE OF ARIZONA**  
Department of Transportation

By   
JOHN STAFFORD  
Ass't Superintendent

By   
HARRY A. REED, Director  
Transportation Planning  
Division